

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Sandra Banks-Eldridge

Debtor(s)

CHAPTER 13

Lakeview Loan Servicing, LLC

Movant

vs.

NO. 18-11830 AMC

Sandra Banks-Eldridge

Debtor(s)

Kenneth E. West Esq.

Trustee

11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. As of February 21, 2023, the post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$1,450.13** . Post-petition funds received after February 21, 2023, will be applied per the terms of this stipulation as outlined here. The arrearage breaks down as follows:

Post-Petition Payments: January 2023 through February 2023 at \$1,105.44/month.

Suspense Balance: (\$760.75)

Total Post-Petition Arrears \$1,450.13

2. Debtor(s) shall cure said arrearages in the following manner;

a). Beginning on March 2023 and continuing through August 2023, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of **\$1,105.44** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), plus an installment payment of **\$241.69 for March 2023 through July 2023 and \$241.68 for August 2023** towards the arrearages on or before the last day of each month at the address below;

M&T Bank

Attn: Payment Processing

PO Box 1288

Buffalo, NY 14240-1288

b). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived .

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: February 21, 2023

/s/ Denise Carlon, Esquire

Denise Carlon, Esquire
Attorney for Movant

Date: 2/23/2023

/s/ Doris Mayberry, Esquire for

Georgette Miller, Esquire
Attorney for Debtor(s)

Date: 3/9/2023

/s/ Jack Miller, Esquire for The Chapter 13 Trustee

Kenneth E. West, Esquire
Chapter 13 Trustee

*no objection to its terms, without
prejudice to any of our rights and
remedies*

Approved by the Court this _____ day of _____, 2023. However, the court retains discretion regarding entry of any further order.

Bankruptcy Judge
Ashely M. Chan.

